

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	Page 1 of 32
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 09/23/2008	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)		
6. ISSUED BY DOT/Maritime Administration, SAR Acquisition Office of Acquisition, MRG-7200,7737 Hampton Boulevard, Building 4D, Room 211 Norfolk, VA 23505		CODE 00092	7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code)			(X)	9A. AMENDMENT OF SOLICITATION NO. DTMA2R08006	
			(X)	9B. DATED (SEE ITEM 11) 09/03/2008	
				10A. MODIFICATION OF CONTRACT/ORDER NO.	
				10B. DATED (SEE ITEM 13)	
CODE			FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☒ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.

IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

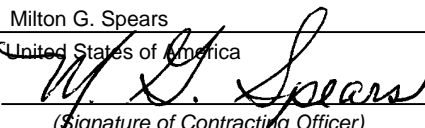
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

This amendment has revised the order of clauses in Section H, has added two additional clauses, and has incorporated corrections to clauses cited in L.5 SPECIFIC INSTRUCTIONS FOR TECHNICAL PROPOSAL. Clause F.4 VARIATION IN ESTIMATED QUANTITY has been deleted. See Summary of Changes with attachments to this amendment.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Milton G. Spears	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. United States of America BY  (Signature of Contracting Officer)	16C. DATE SIGNED 09/23/2008
(Signature of person authorized to sign)			

Line Item Summary		Document Number	Title			Page
		DTMA2R08006/0001	SBRF Paint Remediation Services			2 of 32
No Funding Information						
Line Item Number	Description	Delivery Date (Start date to End date)	Quantity	Unit of Issue	Unit Price	Total Cost
No Changed Line Item Fields						
Previous Total:						
Modification Total:						
Grand Total:						

Address Detail	Title SBRF Paint Remediation Services	Document Number DTMA2R08006/0001	Page 3 of 32
-----------------------	---	--	------------------------

Shipping Addresses

Code	Detail	Code	Detail
0001	Org: DOT/Maritime Administration, SAR Acquisition Addr: Office of Acquisition, MRG-7200 7737 Hampton Boulevard, Building 4D, Room 211 Norfolk VA 23505 Attn: Glen Spears, Chief of Contracting Office Phone: (757) 441-3245 ext. Fax: (757) 441-6080 ext.	0002	Org: Suisun Bay Reserve Fleet, Maritime Administration Addr: 2595 Lake Herman Road, P.O. Box 318 Benicia CA 94510 Attn: Joseph Pecoraro, Fleet Superintendent Phone: (707) 745-0487 ext. Fax: (707) 745-2508 ext.

Invoice Addresses

Code	Detail	Code	Detail
0001	Org: DOT/ Enterprise Services Center (ESC) OFO/FAA, Addr: MARAD A/P Branch, AMZ-150 PO Box 25710 Oklahoma City OK 73125 Attn: Leah MacHugh, Accounting Technician Phone: (405) 954-5345 ext. Fax: () - ext.	0002	Org: DOT/Maritime Administration, South Atlantic Regio Addr: 7737 Hampton Blvd., Bldg. 4D, Room 211 Norfolk VA 23505 Attn: Jennifer Phillips, Funds Control Officer Phone: (757) 441-3716 ext. Fax: (757) 441-6080 ext.

Solicitation Amendment	Document No. DTMA2R08006/0001	Document Title SBRF Paint Remediation Services	Page 4 of 32
-----------------------------------	---	--	--------------

TABLE OF CONTENTS

SECTION A -- Solicitation/Contract Form	5
A.1 Summary of Changes	5
SECTION C -- Descriptions and Specifications	6
C.1 STATEMENT OF WORK	6
SECTION E -- Inspection and Acceptance	9
E.1 Inspection Of Services- Fixed Price	9
SECTION F -- Deliveries or Performance	11
F.1 Clauses By Reference	11
F.2 PERIOD OF PERFORMANCE	11
F.3 Commencement, Prosecution, and Completion of Work	11
SECTION H -- Special Contract Requirements	12
H.1 INDEMNITY AND INSURANCE	12
H.2 INDEMNITY AND INSURANCE (ADDITIONAL)	12
H.3 MARAD RESERVE FORCE SAFETY RULES FOR CONTRACT PERSONNEL	13
H.4 ENVIRONMENTAL CONCERNS/ASBESTOS RELATED/HAZARDOUS MATERIALS/ PETROLEUM AND PETROLEUM PRODUCTS: ENVIRONMENTAL COMPLIANCE	17
H.5 NONDISCLOSURE OF DATA AND INFORMATION	20
H.6 ENVIRONMENT COMPLIANCE PLAN	20
H.7 SAFETY AND HEALTH PLAN	21
H.8 SEAT BELT USE POLICIES AND PROGRAMS	21
H.9 INVOICE SUBMISSION - MARAD	22
H.10 TASK ORDERS	22
SECTION I -- Contract Clauses	23
I.1 Clauses By Reference	23
I.2 Order Limitations	24
I.3 Indefinite Quantity	24
I.4 Option to Extend the Term of the Contract	25
SECTION J -- List of Documents, Exhibits and Other Attachments	26
J.1 LIST OF ATTACHMENTS	26
SECTION K -- Representations, Certifications and Other Statements of Offerors	27
K.1 Annual Representations and Certifications	27
K.2 REMOVAL OR DISPOSAL OF HAZARDOUS SUBSTANCES	27
SECTION L -- Instructions, Conditions and Notices to Bidders	28
L.1 Clauses By Reference	28
L.2 Type of Contract	28
L.3 Site Visit	28
L.4 GENERAL INSTRUCTIONS	28
L.5 SPECIFIC INSTRUCTIONS FOR TECHNICAL PROPOSAL	29
SECTION M -- Evaluation Factors for Award	31
M.1 Evaluation Of Options	31
M.2 AWARD DETERMINATION	31
M.3 EVALUATION FACTORS	31

Solicitation Amendment	Document No. DTMA2R08006/0001	Document Title SBRF Paint Remediation Services	Page 5 of 32
-----------------------------------	---	--	--------------

SECTION A -- SOLICITATION/CONTRACT FORM

A.1 SUMMARY OF CHANGES

The free form item 'STATEMENT OF WORK has been edited.

Clause '52.211-18 - Variation in Estimated Quantity' has been deleted.

Clause 'MCL.H-8 - NONDISCLOSURE OF DATA AND INFORMATION' has been added.

The free form item 'REMOVAL OR DISPOSAL OF HAZARDOUS SUBSTANCES has been added.

Clause '52.237-01 - Site Visit' has been edited.

The free form item 'SPECIFIC INSTRUCTIONS FOR TECHNICAL PROPOSAL has been edited.

Solicitation Amendment	Document No. DTMA2R08006/0001	Document Title SBRF Paint Remediation Services	Page 6 of 32
-----------------------------------	---	--	--------------

SECTION C -- DESCRIPTIONS AND SPECIFICATIONS

C.1 STATEMENT OF WORK

C.1 GENERAL SPECIFICATIONS

C.1.1 Introduction and Background

This contract is for performing environmental remediation services for the management of exfoliating paint coatings on obsolete National Defense Reserve Fleet (NDRF) vessels that are located at the **Suisun** Bay Reserve Fleet, Benicia, CA. The ships at anchor require a boat ride of approximately 30 minutes for access.

Remediation services shall be conducted at current anchorages (ships will not be moved to facilitate remediation) in a manner that complies with all Federal, state, local and Maritime Administration environmental and worker safety laws, regulations and policies. The paint remediation will be limited to all painted exterior surfaces above the waterline to include the hull, main deck and all painted surfaces of the ship above the main deck that exhibit visible exfoliation.

Task orders will be used to fund specific requirements for performance of these services. The task orders will identify specific vessels, estimated quantities of each Contract Line Item Number (CLIN), and performance start and end dates.

C.1.2 Scope of Work

The contractor shall clean exterior vessel surfaces above the water line by removing and disposing of or encapsulating separated paint and paint residues and similarly sized debris that has fallen off vessel surfaces or that can be readily separated from surfaces. These surfaces include the hull below the gunwale, decks, masts, booms, kingposts, superstructure bulkheads, hatch combings, hatch covers, coated equipment, ladders and walkways, and overheads of spaces commonly open to the weather. Readily separated means that paint can be removed from a surface with a hand scraper forced into and under cracks in the painted surface.

Encapsulated surfaces must be warranted to not deteriorate within five years. Failure of encapsulation that results in release of encapsulated paint material shall result in re-performance of work at any time within five years of acceptance.

While the contractor is performing the required services, paint flakes and debris shall be prevented from dropping or being carried by the wind into the local waterway.

A cleaned vessel is considered to be acceptable when paint debris, paint cracks, paint leaves, paint flakes, and paint sheets are removed or encapsulated. Other paint conditions such as paint fractures, bleeding rust, oxidized paint and discolorations are not be corrected under this contract. Paint that is strongly adhering to the vessel shall not be disturbed.

Any materials removed must be disposed of as if containing polychlorinated biphenyls and heavy metal hazardous waste or sampled to determine the character of the material and otherwise disposed according to the material's characterization.

C.2 DEFINITIONS

Paint Debris - This consists of small pieces of paint that have fallen to horizontal surfaces and has, most likely, mixed with other materials such as rust, trash, and organic items.

Paint Fractures - This is the condition of a painted surface where the coating has lengths of hair-line cracks that cannot be opened easily even with the use of a hand scraper.

Paint Cracks - This is the condition of a painted surface where the coating has lengths of openings and a hand scraper can be forced into the opening, but the coating remains adhering to the surface.

Paint Flakes - This is the condition of a painted surface where the coating has peeled away from the surface because of the widening of a crack, but the peeled part has a rigid inflexible make-up.

Solicitation Amendment	Document No. DTMA2R08006/0001	Document Title SBRF Paint Remediation Services	Page 7 of 32
-----------------------------------	---	--	--------------

Paint Leaves - This is the condition of a painted surface where the coating has peeled away from the surface and can be observed to be moving when driven by a moderate wind.

Paint Sheets - This is the condition of a painted surface where the coating has separated from a surface and can be removed in large flat sections. This is mostly due to rusting away of the metal surface under the paint.

C.2 GOVERNMENT FURNISHED PROPERTY

None.

C.3 GOVERNMENT FURNISHED SERVICES

The government will provide transportation during normal fleet operating hours, which are 0700 through 1730 PT Monday-Friday except Federal Holidays at the **Suisun** Bay Reserve Fleet.

C.3.1 Personnel

Personnel transportation will be provided from the Fleet waterfront to the vessels where work is to be performed for a maximum of 20 workers once in the morning to the ships and once in the evening returning from the ships.

C.3.2 Equipment, Supplies, and Materials

Transportation of equipment, supplies and materials (including material being disposed) will be provided to the contractor at no charge from the waterfront to the ships and from the ships to the waterfront once each way daily. The weight of materials, equipment, and supplies must be within the capacity of the craft designated for that transportation. The government will provide floating crane lifting services at a maximum of once daily as per the capacity of the crane on location. The crane has the following lift capacity: 25 tons max, 17,500 lbs @ full extension.

C.4 PERFORMANCE REQUIREMENTS SUMMARY

C.4.1 Remediation of Exfoliating Paint

C.4.1.1 Description

Remediation is required to limit any reasonable possibility of loose paint on exterior surfaces of the vessel from entering the water either while the vessel is at anchor or while the vessel is being towed to a different location.

C.4.1.2 Methods

Remediation may be accomplished by abrasive means wherein the loose paint is cleanly separated from the vessel in a manner that prevents separated paint from entering the water. Separated paint is to be contained and transported to a suitable disposal facility on shore following arrangements made by the contractor.

Remediation may be accomplished by encapsulation of loose paint on the vessel provided the encapsulation process is warranted to be 100% effective for a minimum of five years inclusive of the vessel remaining at anchorage, being relocated to an alternative anchorage within the fleet confines, or being towed through both inland and ocean waters to an entirely new location for continued storage or for ship breaking/recycling. The contractor is responsible for establishing that the encapsulation methods will have no adverse effect on the watertight integrity of vessel, nor will have adverse impact on the economic value of the vessel relative to its recycling.

C.5 Weekly Progress Reporting

C.5.1 Paint Remediation

The Contractor shall report the weekly quantity and cumulative task order quantity to date of each Contract Line Item Number for paint remediated. The actual quantity of remediated surface area is to be jointly determined by the Contractor and the Contracting Officer's Technical Representative (COTR).

Solicitation Amendment	Document No. DTMA2R08006/0001	Document Title SBRF Paint Remediation Services	Page 8 of 32
-----------------------------------	---	--	--------------

C.5.2 Paint Disposal

For paint removed from the vessel, the Contractor shall report the quantities containerized at each stage of the removal, transportation and disposal process as of the close of business of the date prior to submission of the weekly progress report.

Solicitation Amendment	Document No. DTMA2R08006/0001	Document Title SBRF Paint Remediation Services	Page 9 of 32
-----------------------------------	---	--	--------------

SECTION E -- INSPECTION AND ACCEPTANCE

E.1 52.246-04 INSPECTION OF SERVICES- FIXED PRICE

AUGUST 1996

(a) Definitions: "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may--

- (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and
- (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may--

- (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or
- (2) terminate the contract for default.

INSPECTION AND ACCEPTANCE

The Government will inspect completed work within 2 work days following notification of completion of the maintenance work.

Unacceptable work shall be redone at the Contractor's expense.

MEASUREMENT AND PAYMENT

Method of Measurement

Measurement will be the actual surface area of paint remediated for each authorized CLIN. Area dimensions are to be measured to the nearest foot. Final measurements are to be made jointly with the COTR.

Basis of Payment

Payment will be at the contract unit price for accepted work.

INCENTIVES

Positive Incentives

Solicitation Amendment	Document No. DTMA2R08006/0001	Document Title SBRF Paint Remediation Services	Page 10 of 32
-----------------------------------	---	--	---------------

" If completion occurs within the allowed contract time (with no defects), contractor will be considered eligible for additional option periods, if options are exercised.

" Performance rating may be rated as "Exceptional" for future work with Government.

Negative Incentives

" Re-perform the work not meeting specifications at no additional cost to the Government.

" Performance rating may be rated as "Poor" for future work with Government.

Solicitation Amendment	Document No. DTMA2R08006/0001	Document Title SBRF Paint Remediation Services	Page 11 of 32
-----------------------------------	---	--	---------------

SECTION F -- DELIVERIES OR PERFORMANCE

F.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://acquisition.gov/far/current/html/FARTOCP52.html>

Clause	Title	Date
52.242-15	Stop-Work Order	August 1989
52.242-17	Government Delay of Work	April 1984

F.2 PERIOD OF PERFORMANCE

The period of performance of this contract initially includes a based period of one year from Contract Award. Under Section I clause, Option to Extend the Term of the Contract, the Government may elect to continue services in one year increments up to a total contract performance period of 60 months.

F.3 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK APRIL 1984

The Contractor shall be required to (a) commence work under this contract as cited on each task order, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than as cited on each task order. The time stated for completion shall include final cleanup of the premises.

Solicitation Amendment	Document No. DTMA2R08006/0001	Document Title SBRF Paint Remediation Services	Page 12 of 32
-----------------------------------	---	--	---------------

SECTION H -- SPECIAL CONTRACT REQUIREMENTS

H.1 MCL.H-3 INDEMNITY AND INSURANCE

AUGUST 2005

The Contractor shall indemnify and save and keep harmless the Government against any or all loss, cost, damage, claim, expense or liability whatsoever because of accident or injury to persons or property of others occurring in connection with the operations under this contract. The Contractor shall secure, pay the premiums for and keep in force until the expiration of this contract, and any renewal thereof, adequate insurance. Such insurance to specifically include liability assumed by the Contractor under this contract.

Each policy of insurance shall contain an endorsement that any cancellation or material change in the coverage adversely affecting the Government's interest shall not be effective unless the insurer or the Contractor gives written notice of cancellation or change as required to the Contracting Officer. When the coverage is provided by self-insurance, the Contractor shall not change or decrease the coverage without the Administrative Contracting Officer's prior approval.

A certificate of each policy of insurance shall be furnished to the Contracting Officer within ten (10) days after notice of award certifying, among other things, that the policy contains the aforesaid endorsement. The insurance companies providing the above insurance shall be satisfactory to the Government. Notices of policy changes shall be furnished to the Contracting Officer.

The contractor shall provide at the Contractor's expense, within five days of request from the MARAD contracting officer, a copy of all original insurance policies. These may be sent by mail or facsimile machine.

H.2 MCL.H-4 INDEMNITY AND INSURANCE (ADDITIONAL)

AUGUST 2005

(a) INDEMNITY

(1) The Contractor shall exercise reasonable care and use its best efforts to prevent accidents, injury or damage to all employees, persons and property in and about the work, and to the vessel or portion thereof upon which work is done.

(2) Except as provided elsewhere in this contract, including any guarantee clause, MARAD assumes the risk of physical loss or damage to any part of the vessel, its machinery, equipment, stores, and other property including cargo if owned by the Government except to the extent that such loss or damage is caused by the negligence, fault, error, act or omission of the Contractor, its subcontractors, agents, or employees. The burden of proving freedom from fault shall be borne by the Contractor. Unless the loss or damage was caused by the willful misconduct of the Contractor, its executive officers, or superintendents the Contractor's liability under this Contract shall not exceed total damage to the ship or ships including total loss up to \$5,000,000 per accident or occurrence per vessel, and shall not exceed in the aggregate per accident or occurrence the sum of total damage to the ship or ships including total loss up to \$5,000,000 multiplied by the number of MARAD's vessels in the care, custody or control of the Contractor at the location and at the time of the accident or occurrence giving to the loss or damage.

(3) As to third parties, including, but not limited to, agents, employees or servants of the Contractor, or any subcontractor, the Contractor will defend, indemnify and hold harmless the Government, the vessel, its owners and charterers, from all claims, actions, suits, costs, demands and expense of all descriptions arising out of disease, illness, personal injury, death or property damage to any third party in any way related to or arising out of the performance of work under this contract except to the extent caused by the fault, error, act or omission, or negligence of the Government, its agencies or employees. The burden of proving fault of the Government, its agencies or employees shall be borne by the Contractor.

(4) As to loss and damage which are the responsibility of the Government, the Government shall be subrogated to any claim, demand, or course of action against third parties which exists in favor of the Contractor, and the Contractor shall, if required, execute a formal assignment or transfer of such claim, demand, or course of action, and shall aid in securing information, evidence, obtaining of witnesses, and cooperate with MARAD in all matters MARAD may deem necessary in defense of any claim, or suit or appeal from any judgment or in effecting indemnity, provided, further, that nothing contained in this paragraph shall create or give rise to any right, privilege or power in any person except the Contractor, nor shall any person (except the Contractor) be or become entitled thereby to proceed directly against the Government, its agencies or instrumentalities, or to join the Government, its agencies or

Solicitation Amendment	Document No. DTMA2R08006/0001	Document Title SBRF Paint Remediation Services	Page 13 of 32
-----------------------------------	---	--	---------------

instrumentalities, as a codefendant in any action against the Contractor brought to determine the Contractor's liability or for any other purpose.

(b) TYPES OF INSURANCE AND MINIMUM COVERAGE. The Contractor shall at its own expense, provide and maintain the following insurances during the entire performance of this contract.

(1) Workmen's Compensation, including Longshoremen & Harbor Worker's Act coverage - Covering all agents, servants, borrowed servants, statutory employees of Contractor for all compensation and other benefits required by applicable state and federal law or by governmental authority on account of injury, death, sickness or disease - Statutory - no minimum.

(2) Employers Liability - to cover both injury and death resulting from accident, sickness or disease - \$5 million bodily injury by accident, each accident - \$5 million bodily injury by disease each accident - \$5 million bodily injury by disease in the aggregate.

(3) Maritime Employers Liability (Jones Act) to cover both injury and death resulting from accident, sickness or disease - \$5 million for each person per occurrence and \$5 million in the aggregate.

(4) Comprehensive General Liability to include coverage for (but not limited to) products and completed operations liability, property damage liability and contractual liability - \$5 million combined single per occurrence limit for bodily injury and property damage and \$5 million in the aggregate.

(5) Ship Repairers Legal Liability - coverage to be provided under the standard London or American Institute forms or their equivalent \$5 million per vessel, per occurrence or such other amount as may be requested.

(6) Pollution - sudden and accidental liability - \$5 Million per occurrence.

(c) All such insurance shall be subject to the approval of the Division of Marine Insurance and will contain thirty (30) calendar days advance notice of cancellation or of any non-renewal which is the option of the insurer, said notice to be provided to the U.S. Department of Transportation, Division of Marine Insurance MAR-710, 1200 New Jersey Ave., SE, Washington, DC 20590.

(d) FORM OF CONFIRMATION

(1) The pollution insurance may be a separate policy or part of the Comprehensive General Liability policy, but the coverage must be specifically shown on the required confirmation of insurance. Excess liability and umbrella liability policies may be used in the excess of primary policies to meet the minimum limit requirements. The United States of America shall be an additional assured in the Ship Repairs Legal Liability policy, Comprehensive General Liability Policy and Pollution Policy. Such policies shall contain a clause statement that there is no recourse against the United States of America for payment of premium. All such insurance shall be subject to the approval of the Division of Marine Insurance and must contain thirty (30) calendar days advance notice of cancellation (without disclaimer) or of any non-renewal which is the option of the insurer, said notice to be provided to the U.S. Department of Transportation, U.S. Maritime Administration, Division of Marine Insurance MAR-710, 1200 New Jersey Ave., SE, Washington, DC 20590.

(2) The Contractor shall have its insurance broker provide a detailed certificate of insurance, cover note or policy confirming the above required coverage. The confirmation shall name the Contractor and United States of America as assureds and confirm the types of coverage, policy forms, policy periods, deductibles (if any) and underwriters with their percentage of participation. The N.Y. Suable Clause or Service of Suit USA Clause must be confirmed for any Foreign underwriter placements. The policy amounts, terms and conditions, deductibles and underwriters shall at all times be satisfactory to the Maritime Administration.

(e) The contractor shall insert the substance of this clause in subcontracts under this contract that require work on a Government installation.

**H.3 MCL.H-5 MARAD RESERVE FORCE SAFETY RULES FOR
CONTRACT PERSONNEL**

AUGUST 2005

1. Personnel shall be protected by personal flotation devices (life vests) while in the act of embarking or disembarking from any fleet vessel where the possibility of falling into the water exists; while working from small boats, skiffs, or floats; while working near unguarded edges of decks of vessels afloat; or while engaged in any over-water work. At Fleet sites, the flotation devices will be

Solicitation Amendment	Document No. DTMA2R08006/0001	Document Title SBRF Paint Remediation Services	Page 14 of 32
-----------------------------------	---	--	---------------

provided by the Fleet and must be returned each day upon departing the Fleet. At outported ships, contractors must furnish their own flotation devices.

2. All passengers riding in personnel boats in MARAD's Reserve Fleet locations shall ride below topside while the boat is in transit, and shall remain below until the boat is properly secured either alongside the accommodation ladder or the pier side, and until the operator notifies the employees to disembark.
3. Personnel aboard all craft shall remain inside of the bulwarks and railings and at no time ever will anyone sit on top of bulwarks or rails.
4. Personnel shall not descend from the deck of any ship onto the accommodation ladder or landing platform to wait for transportation. No more than five (5) descending individuals are permitted on the accommodation ladder at one time and they shall be equally spaced. This directive also applies to ascending ladders. This requirement also pertains to outported ships when personnel descend from the deck of the ship to a pier, or ascend from the pier to the deck of the ship.
5. Ringbuoys with a minimum of 90 feet of nylon line attached are available at the head of each gangway and on the stern of Fleet craft, power barges, tugs, and at the Fleet pier for use by Contractor personnel in emergency situations.
6. When working with mooring lines, all ends of such lines shall be left coiled neatly and areas left clear.
7. Smoking is prohibited aboard vessels except on open decks or in places designated as smoking areas. Smoking is not permitted at all aboard tankers. Also, smoking is prohibited during fueling and cleaning operations of any kind. This includes during the filling or emptying of cans of gasoline, xylene, varsol or any other combustible or flammable liquids or gas.
8. Cigarette butts shall not be thrown over the side of any vessel. While at the dock, no cigarette butts shall be thrown onto the dock or into the water. Sand containers or ashtrays are provided in designated smoking areas. Paper and trash are not to be placed in ashtrays.
9. All debris, oily rags, industrial wipers, etc., will be removed from the ships and working areas. These areas are to be left in clean condition and all materials stowed neatly at the end of each workday. No rags, cups or other trash, oils, fuels, greases, chemicals, lumber, etc., shall be thrown overboard. Fleet Guide will inform personnel of the disposal container locations.
10. Contractor employees are required to wear safety shoes with impact-resistant toes and slip resistant sole material for protection against falling or rolling objects, sharp objects, molten metal, hot surfaces, and oily or wet slippery surfaces. Shoes with loose soles, heels, and laces, or otherwise in poor condition, will not be permitted. Athletic and Cowboy boot-type safety shoes are prohibited.
11. All personnel working at the Fleet shall wear and/or use OSHA/NIOSH approved safety equipment, as required, including personal protective equipment, safety belts and securing lines, and safety glasses.
12. Protective hard hats shall be worn while aboard ships or in any other areas where head injury hazards exist. At MARAD's Reserve Fleet locations, a lighted miner's lamp, supplied by the Fleet, must be worn at all times while in dimly lit areas. The lamps are to be returned to the lamp room each day prior to departing the Fleet. At outported ship locations, contractors are required to provide their own flashlights, etc.
13. Safety glasses or goggles shall be worn while in the vicinity of any operation generating matter which might strike or lodge in the eyes. Such operations include, but are not limited to, scaling rust, water-blasting, Aqua Dyne water-blasting, sandblasting, operating a skill saw, grinding, handling batteries, boiler cleaning, and anchor windlass operations.
14. Ear protection (plugs or muffs) must be worn whenever exposed to loud noises.
15. Consistent with 29 CFR 1910.134, respirators shall be worn while scraping paint, during sandblasting, spraying, or other operations where dust, fumes, airborne particles, or noxious gases may be present.
16. If waterblasting, protective gear shall be worn consisting of a hard hat, safety glasses, face shields, shin guards (baseball type) and steel rigid guard foot protectors.
17. If sandblasting, protective gear consisting of leather gloves, hood, and leather apron shall be worn.

Solicitation Amendment	Document No. DTMA2R08006/0001	Document Title SBRF Paint Remediation Services	Page 15 of 32
-----------------------------------	---	--	---------------

18. When assisting with welding-burning, metal frame flash goggles/glasses shall be worn. The Welder/Burner shall provide the goggles/glasses and shall instruct personnel in their proper use.

19. Contractors must report all accidents resulting in injury, regardless of how slight it may be, to their supervisor, to the Fleet Superintendent, and to the Safety Assistant, or at outported ship locations to the Ship Manager or MARAD representative so that the injury can be treated, if necessary, and recorded. This must be done before leaving the Fleet site or outported location on the day of injury or at the soonest practical time in the event of severe injury.

20. Asbestos Hazard Considerations - Exposure of unprotected personnel to airborne asbestos fibers shall be prevented. While many studies and air sampling have been conducted under varying conditions within the Reserve Fleet environment, no conditions have been found to require special protective clothing or breathing protection. However, all work requiring direct contact with asbestos, conducted within the environment of asbestos, or work in any other way associated with asbestos will be critically evaluated by the cognizant Contractor's supervisor before proceeding. The following general policies will apply:

(a) The Contractor shall inform his/her personnel to be alert to the hazards associated with asbestos and the personnel shall be instructed in the use of respirators.

(b) When work requires direct contact with asbestos, is conducted within the environment of asbestos, or work is in any way associated with asbestos, Contractor personnel shall be required to wear a half-mask, air- purifying respirator, other than a disposable respirator, equipped with high-efficiency filters.

(c) Air pressure/air hoses shall not be used to blow down engine rooms in the process of cleaning when friable asbestos is known or suspected to be present in the area being cleaned. Also, broom sweeping such debris is prohibited. Only vacuum cleaning equipment with special filter attachment is authorized for this purpose, unless vacuuming and/or wet cleaning are not feasible.

(d) Major rip-outs, repairs or removal of asbestos located at any MARAD facility or aboard any vessel under MARAD jurisdiction shall not be conducted by Contractor personnel unless authorized by MARAD.

(e) Asbestos warning signs shall be posted at the access door of all regulated areas.

21. No work shall be performed in any void, tank, or compartment until such tank, void, or compartment has been declared gas free and possessing sufficient oxygen after being tested by trained personnel.

22. Contractor personnel shall not inspect or perform work in holds or tanks of ships without another contractor personnel observer standing by to get help, if necessary, nor shall an individual work on a ship upon which no other personnel are present.

23. Contractor personnel shall not be allowed to work aloft on staging, masts, etc., without using OSHA prescribed safety belts and securing lines with approved fastenings and without Contractor supervision and instructions during the operation.

24. No openings shall be left unprotected. This includes the removal of hatch boards, bilges, manhole covers, floor plates, and any other opening into which a person may inadvertently step or fall. All areas with an opening which cannot be closed shall be roped off.

25. Gangway doors and sideports on vessels not equipped with gangways shall be closed and secured. In the event the door is missing or it cannot otherwise be closed, the opening shall be chained off or wired with several strands of heavy wire.

26. When using gasoline powered equipment in enclosed spaces, adequate ventilation for the dissipation of exhaust fumes must be provided.

27. Electrical lines, air lines, hoses, etc., used in preservation work shall be triced up on deck clear of walkways and passage areas.

28. Under no circumstances shall any Contractor personnel cross from ship to ship by any means other than gangways properly fitted with hand rails. Prior to installation of a permanent walkway between ships, a portable walkway with rails shall be utilized.

29. When ascending or descending ladders, at least one hand shall be free to grasp hand rail.

30. Gasoline, varsol, xylene, and other flammable or combustible liquids brought onto the ship shall be brought to the attention of the Fleet Representative and, on outported ships, to the attention of the Ship Manager or MARAD representative, and shall be stored in, and dispensed from, OSHA or NIOSH approved safety containers. Such cans shall be inspected and properly marked as follows:

(a) Cans painted red and stenciled: "VAR SOL", "XYLENE" or "GASOLINE", as applicable

(b) Cans painted yellow and stenciled: "LUBE OIL" or "PRESERVATION OIL," as applicable

(c) Cans painted red with a white band and stenciled: "KEROSENE"

Solicitation Amendment	Document No. DTMA2R08006/0001	Document Title SBRF Paint Remediation Services	Page 16 of 32
-----------------------------------	---	--	---------------

31. Drip tanks or pans shall be used when parts are being cleaned and when draining oil or fuel from motors, engines, etc. Varsol, xylene or other solvents will be used from approved safety cans.
32. Safety can valves and flexible metal hose spouts must never be painted. They are to be treated with preservation oil.
33. At MARAD's Reserve Fleet locations, outboard motor operators must leave gas can vents open when they store them on the access can rack.
34. Under no circumstances shall Contractor personnel wear gloves, jewelry (especially neck chains), neck ties, long sleeves, loose clothing, or wear his/her shirt tail out when working around exposed moving machinery.
35. Metal shavings shall be cleaned up from around machines by means of brushes and properly disposed of.
36. Oil spilled in decks, ladders, etc., shall immediately be wiped up and the decks, if necessary, sanded. On vessels sprayed with an oil or paint mixture, all gangways, passages, and areas in use shall be sanded. Appropriate signs shall be posted at all entrances to areas where slippery conditions are considered to exist.
37. Flame burning/cutting and welding shall be kept to a minimum at the Fleet, and shall be accomplished by qualified Contractor personnel only when duly authorized by Fleet Representative, and in accordance with existing fire prevention regulations. Before any welding or hot work is performed, a permit must be issued by the Fleet representative, and a fire watch set. On outported ships, the Ship Manager shall ensure that all hot work is cooled off and there is no danger of fire.
38. Never look directly at arc welding because of the potential for serious eye injury.
39. At MARAD Reserve Fleet locations, prior to any personnel working over the side of, or in a precarious location or position inside of a service craft at the access dock (where applicable), the warning light at the end of the dock shall be activated.
40. Whenever lumber is removed from a structure, nails shall be withdrawn or bent over immediately as part of the operation to prevent possible injury.
41. Liquid fuel operated space heaters shall be operated only when properly installed and vented to the outside. Propane gas bottles are not to be placed in the area of the heater. Gas bottles must be left on the open decks and fed into the heated spaces by a hose. Space heaters are not to be left on when unattended and a CO2 extinguisher must be in the area of the space heater. All electrical space heaters must be UL approved.
42. Contractor Personnel shall promptly report all potentially dangerous areas and conditions to a MARAD representative.
43. The flooding alarm system carries 110 volts and if wiring is cut accidentally it could cause a fire. If when working in the engine room of a ship it becomes necessary to move the ball switches out of the way of an area which is to be preserved, they should be handled very carefully. Do not tilt or disconnect, but merely lift straight up by the ribbon and then lower into place after the job is completed. See that no damage is done to this equipment by wash down hoses, oil spray hoses, etc.
44. Straight ladders, whenever and wherever used, shall be made of metal, except when performing electrical work, then wooden or other non-conductive ladders shall be used, and shall be rigidly inspected prior to use. Use of such ladders shall be kept to a minimum. Whenever using straight ladders to board ships, metal ladders should be used and secured at top to railing of ship. Also, step ladders of the proper size shall be used where warranted. Boxes, chairs, etc., shall not be used in lieu of step ladders. All ladders shall conform to OSHA standards.
45. Defective ladders should be brought to the attention of the Fleet/MARAD representative.
46. The proper tool for each job shall be used. Mushroomed chisels, split hammer handles, or other tools that are in any way unsafe are prohibited. Such defective tools and/or equipment must be taken out of service to be repaired or replaced. Tools shall always be laid down in such a manner as to prevent injuries.
47. All portable electrical equipment shall be properly grounded prior to and during use. This includes fueling hoses, portable electrical equipment, etc. Any equipment with damaged wiring and any damaged plugs must either be repaired before using or replaced.

Solicitation Amendment	Document No. DTMA2R08006/0001	Document Title SBRF Paint Remediation Services	Page 17 of 32
-----------------------------------	---	--	---------------

48. Air compressors shall not be operated until ALL installed safety devices are in working order. Only safety devices designed for the specific machine shall be used. Substitute devices will not be installed.

49. Oxygen and acetylene bottles shall be properly secured during transportation and while aboard ship. Bottles shall be lashed upright, caps in place when not in use, and threads shall be SOAPED if leaks are suspected. Be sure bottles and fittings are protected to prevent oil or grease from contacting valve threads and fittings, which could cause bottles to explode. Whenever oxygen and acetylene are not in use, they should be stored separately with a fire wall between them.

50. Extreme precautions shall be taken when compressed air is used in any operation. Pressurized air hoses are not to be directed toward any part of the human body. Whenever a gas/ diesel driven air compressor is used for any breathing apparatus, such as an air line respirator, sand blasting helmet, etc., a gas selector alarm and air purifier must be installed. Gauges and relief values must be in proper working order. Only approved NIOSH and OSHA respirators are to be used.

51. All compressed air hose connections shall be triced together prior to applying compressed air.

52. All hoses and wires (especially oxygen and acetylene hoses) will be disconnected and pulled clear of access doors when workday is over so that the doors may be closed and to prevent leakage of gas into ship. All air hose connections are to be lashed or wired together.

In addition to the foregoing safety rules, other instructions (in writing or orally) may be issued as warranted. Failure to comply with these safety rules can result in disciplinary action to include denial of access to the ship and/or termination for default of the contract.

The contractor shall include this clause in all major subcontracts.

H.4 MCL.H-7 ENVIRONMENTAL CONCERNS/ASBESTOS AUGUST 2005 RELATED/HAZARDOUS MATERIALS/ PETROLEUM AND PETROLEUM PRODUCTS: ENVIRONMENTAL COMPLIANCE

The Contractor must recognize that MARAD vessels often contain hazardous substances, hazardous materials, petroleum and petroleum products, the handling, removal, storage, transportation and disposal of which is required in the performance of work. Such hazardous substances, hazardous materials, petroleum products include but are not limited to: Asbestos, used in heat and electrical insulation, brake linings, deck covering, boiler refractors, joiner work and other areas; mercury; petroleum products; hydraulic oils; liquid cargo products; lead in marine compounds, products and other areas; chromium; tin in anti-foulants and other areas; zinc; polychlorinated biphenyls (PCBs), found in some electrical cable, rubber gaskets, felt gaskets, thermal insulation material (fiberglass, felt, foam and cork), transformers, capacitors or voltage regulators, switches, reclosers, bushings, electromagnets, adhesives, tapes, oil (leaks, spills as well as electrical equipment, motor, anchor windlasses and hydraulic system containing oil), surface contamination of machinery and other solid surfaces, oil based paint, caulking, rubber isolation mounts, foundation mounts, pipe hangers, light ballasts and plasticizers, and other hazardous substances used aboard ship while in operation and/or in Phase IV maintenance.

In performance of the work by the Contractor, the most recent edition of any applicable statute, regulation, standard, or code shall be in effect. Where a conflict among requirements or specifications exist, the most stringent requirements shall be utilized.

HAZARDOUS SUBSTANCE/HAZARDOUS MATERIALS

The term hazardous substance has the meaning ascribed to it by 42 U.S.C. §9601(14). The term hazardous materials has the meaning ascribed to it by 49 CFR 171.8. The term hazardous material, is as defined for hazardous chemicals in 29 CFR 1910.1200.

Specific Requirement Standards: ASBESTOS

(a) All of the handling, removal, storage, transportation and disposal work shall be done in strict compliance with all applicable Federal, State and local statutes, regulations, standards, and codes governing asbestos, asbestos abatement, asbestos disposal and any other trade work done in conjunction with asbestos abatement including, but not limited to:

- (1) Occupational Safety and Health Administration (OSHA):

Solicitation Amendment	Document No. DTMA2R08006/0001	Document Title SBRF Paint Remediation Services	Page 18 of 32
-----------------------------------	---	--	---------------

Title 29, CFR, Section 1910, Occupational Safety and Health Standards
Title 29, CFR, Part 1915, Occupational Safety and Health Standards for Shipyards Employment
Title 29, CFR, Part 1926, Safety and Health Regulations for Construction
Title 29, CFR, Section 1910.1200 Hazard Communication
Federal Register, dated June 20 and October 17, 1986, Occupational Exposure to Asbestos,
Tremolite, Anthophyllite, and Actinolite; Final Rule. (29 CFR Parts 1910 and 1926)

(2) Environmental Protection Agency (EPA)

Title 40 CFR Part 61, Subparts A and M (revised Subpart B) National Emission Standard for Hazardous Air Pollutants (Asbestos) and Part 763 Asbestos.

Title 40 CFR Part 63, National Emission Standard for Hazardous Air Pollutants Subpart II National Emission Standards for Shipbuilding and Ship Repair (Surface Coating)

(3) Maritime Administration (MARAD)

Action Plan for the Control of Asbestos Exposures and Uses in MARAD Programs.

NOTE: This action plan is available upon written request to:

Maritime Administration,

Office of Management Services, MAR-310

400 Seventh Street, SW., Room 7225

Washington, D.C. 20590

ATTN.: Safety Officer.

OTHER HAZARDOUS MATERIALS AND HAZARDOUS, REGULATED AND SPECIAL WASTES

Safe, proper and lawful handling of hazardous substances, hazardous materials and petroleum products is the Contractor's responsibility whether or not it is identified as such in this contract or any attachment herein. The Contractor must determine for itself whether work specified in this contract requires the handling, removal, storage, transportation or disposal of hazardous substances, hazardous materials, petroleum products, and/or hazardous regulated or special wastes and price the bid or proposal accordingly. If available, MARAD will provide to the Contractor information regarding the existence and amount of any such material. No additional charges required for handling, removal, storage, transportation, or disposal of any hazardous substances, hazardous materials, petroleum products and/or hazardous, regulated or special wastes in the specified work will be allowed after award is made. Except to extent such additional changes result from the existence of hazardous substances, hazardous materials, petroleum products and/or hazardous, regulated or special wastes that could not have been reasonably anticipated. In the event of the discovery of such material, a condition report shall be issued. The cost of such additional work will be fixed at the unit price provided in the bid. The work can proceed only upon written approval by the Contracting Officer. Any modification to the contract that increases the requirement for the handling, removal, storage, transportation and disposal of asbestos or other hazardous substances, hazardous materials, petroleum products, and/or hazardous, regulated or special wastes will be included in the agreed cost of the modification of the contract.

All of the handling, removal, storage, transportation and disposal work is to be done in strict compliance with all applicable Federal, State and local regulations, standards, and codes governing environmental compliance, including, but not limited to the following:

1. ENVIRONMENTAL PROTECTION AGENCY (EPA) TITLE 40,

Part 50, National Primary and Secondary Ambient Air Quality Standards

Part 63 National Emission Standards for Hazardous Air Pollutants Subpart II National Emission Standards for Shipbuilding and Ship Repair (Surface Coating)

Part 82, Protection of Stratospheric Ozone

Part 110, Discharge of Oil

Part 112, Oil Pollution Prevention

Part 117, Determination of Reportable Quantities for Hazardous Substances

Part 122, EPA Administered Permit Programs: The National Pollutant Discharge Elimination System

Part 125, Criteria and Standards for the National Pollutant Discharge Elimination System

Part 261, Identification and Listing of Hazardous Waste

Part 262, Standards Applicable to Generators of Hazardous Waste

Part 279, Standards for the Management of Used Oil

Part 300, National Oil and Hazardous Substance Pollution Contingency Plan

Part 302, Designation, Reportable Quantities, and Notification

Solicitation Amendment	Document No. DTMA2R08006/0001	Document Title SBRF Paint Remediation Services	Page 19 of 32
-----------------------------------	---	--	---------------

Part 355, Emergency Planning and Notification
Part 370, Hazardous Chemical Reporting: Community Right-to-Know
Part 372, Toxic Chemical Release: Community Right-to-Know
Part 761, Polychlorinated Biphenyls Manufacturing, Processing, Distribution in Commerce, and Use Prohibitions
Part 763, Asbestos

2. COAST GUARD (USCG) TITLE 33 CFR,
Part 153, Control of Pollution by Oil and Hazardous Substances, Discharge Removal
Part 154, Facilities Transferring Oil or Hazardous Material in Bulk
Part 156, Oil and Hazardous Material Transfer Operations

3. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) Title 29 CFR,
Part 1910, Occupational Safety and Health Standards
Part 1915, Occupational Safety And Health Standards for Shipyard employment
Part 1926, Occupational Safety and Health Regulations for Construction

4. RESEARCH AND SPECIAL PROGRAMS ADMINISTRATION (RSPA) TITLE 49 CFR,
Subchapter C, Hazardous Materials Regulations

The Contractor shall be required to demonstrate a thorough knowledge of and satisfactory record of compliance with all applicable Federal, State and local environmental statutes, regulations, standards, codes and guidelines governing environmental compliance as part of the pre-award survey.

The Contractor shall be responsible as the generator of all hazardous, solid, regulated and special waste that results from activities of the Contractor under this agreement. The Contractor is required to arrange for transportation and disposal of regulated waste generated during the ship's operational period if required by this contract. The Contractor shall be responsible for all permitting, reporting, transporting, documenting and /or disposing of said wastes and for obtaining all appropriate Environmental Protection Agency Identification Numbers and permits and/or state or local equivalent. Each work site is in a different state and will require the Contractor to comply specifically with the hazardous, solid, industrial and/or specialized waste regulations of that state based on the waste classification, and to apply the proper usage of EPA identification number criteria set forth by the specific state. In addition, the contractor shall be responsible for:

- (a) conducting required laboratory testing;
- (b) maintaining any and all required records;
- (c) filing any and all reports required by Federal, State or local statute, regulation, standard or guidelines to be filed by the Generator of such waste or the holder of such permits, or numbers; and,
- (d) complying with all applicable Federal, State and local statutes, regulations standards, codes, or guidelines.

The Contractor shall provide all documentation to the COTR pertaining to the sampling, analysis, storage, transportation and disposal of all wastes generated during the contract.

ENVIRONMENTAL MANAGEMENT PLAN

For all work performed, the Contractor shall submit to the designated MARAD COTR or representative, an acceptable hazardous material and hazardous waste management plan to the COTR within one week after award. An acceptable plan shall address, as a minimum, the following requirements:

- A. Environmental Protection Agency (EPA), State and local authority hazardous waste generator identification numbers or registration with the state or local equivalent, of the Contractor, his/her transporters, storage and disposal facilities (TSDFs).
- B. An inventory of all hazardous chemicals, compounds, and other agents brought aboard the vessel accompanied by their respective Material Safety Data Sheets. The Contractor shall provide and maintain the Material Safety Data Sheets for all hazardous materials in accordance with CFR 29 1910.1200.
- C. A list of all anticipated hazardous wastes to be generated and applicable reference to federal, state, and local regulations.
- D. Waste collection and containment procedures in accordance with 40 CFR 262.

Solicitation Amendment	Document No. DTMA2R08006/0001	Document Title SBRF Paint Remediation Services	Page 20 of 32
-----------------------------------	---	--	---------------

E. A hazardous materials spill and cleanup plan including tools and materials that will be on hand and readily available to facilitate containment and cleanup.

F. Training certification for the environmental compliance manager and respective employees.

G. The Contractor shall identify and quantify the amount of hazardous waste generated in the course of the contract. Upon completion of the contract, a final report shall be provided identifying final cumulative quantities, by ship, and cumulative contract cost to date.

H.5

MCL.H-8

NONDISCLOSURE OF DATA AND INFORMATION

AUGUST 2005

1. The Contractor, and any of its subcontractors in performance of this contract, may have need for access to and use of various types of data and information in the possession of the Government which the Government obtained under conditions which restrict the Government's right to use and disclose the data and information, or which may be of such a nature that its dissemination or use other than in the performance of this contract, would be adverse to the interests of the Government or other parties. Therefore, the Contractor and its subcontractors agree to abide by any restrictive use conditions on such data and not to:

- (a) Knowingly disclose such data and information to others without written authorization from the Contracting Officer, unless the Government has made the data and information available to the public; and
- (b) Use for any purpose other than the performance of the contract that data which bears a restrictive marking or legend.

2. Except as the Contracting Officer specifically authorizes in writing, upon completion of all work under this contract the Contractor shall return all such data and information, including all copies, modifications, adaptations, or combinations thereof, to the Contracting Officer. The Contractor shall further certify in writing to the Contracting Officer that all copies, modifications, adaptations or combinations of such data or information which cannot reasonably be returned to the Contracting Officer, have been deleted from the Contractor's (and any subcontractor's) records.

3. These restrictions do not limit the Contractor's or subcontractor's right to use and disclose any data and information obtained from another source without restriction. As used herein, the term "data" has the meaning set forth in Department of Transportation Procurement Regulations, 48 CFR 1252.227-71, "Rights in Data - General", and includes, but is not limited to, computer software, as also defined in 48 CFR 1252.227-71.

H.6 ENVIRONMENT COMPLIANCE PLAN

In addition to providing an ENVIRONMENTAL COMPLIANCE PLAN as required by the clause ENVIRONMENTAL CONCERNS/ASBESTOS RELATED/HAZARDOUS MATERIALS/PETROLEUM AND PETROLEUM PRODUCTS: ENVIRONMENTAL COMPLIANCE, offerors shall address in detail the following:

A. Containment Configurations

In the Environmental Compliance Plan, the Contractor shall address containment configurations and method or methods by which the Contractor will perform remediation work under the associated conditions. The containment information must be specific for each ship type, weather, wind, and water condition factors. The one size fits all approach will be heavily scrutinized by the Government for applicability. The containment must ensure that the removal operation is in compliance with applicable Federal, state and local environmental laws and regulations.

B. Sampling, Testing and Hazardous Waste Sampling

The contractor shall be responsible for proper characterization of the material for handling, transportation, treatment and/or disposal. Proper characterization can only be accomplished by sampling/testing and shall be outlined in the Environmental Compliance Plan. Sampling/testing procedures must follow approved laboratory protocols outlined by the American Standards for Testing Manual (ASTM). The contractor is responsible for removal of the paint from the obsolete vessels in compliance with applicable Federal, state, and local laws, regulations, rules, and ordinances related to the processing, handling, transportation, storage, treatment/disposal or use of hazardous, toxic or regulated materials, substances, wastes and chemical or petroleum products. These services shall include all

Solicitation Amendment	Document No. DTMA2R08006/0001	Document Title SBRF Paint Remediation Services	Page 21 of 32
-----------------------------------	---	--	---------------

necessary personnel, labor, equipment and the compilation and submission of all required documentation. If exfoliating paint is identified as a regulated hazardous waste, an approved disposal facility waste profile must be provided to the Government prior to shipment of the waste offsite occurs. In addition, a uniform hazardous waste manifest and a land disposal restriction (LDR) notice is required for transportation of regulated hazardous waste offsite. The contractor shall obtain and prepare all manifests, LDR notices, and other applicable shipping documents for review by the appropriate Government official at least two (2) working days prior to offsite shipment and if waste profiles are included, three (3) working days prior to offsite shipment. The contractor shall provide the Government with copies of all the shipping papers upon the departure of the transport vehicle.

The contractor's Environmental Compliance Plan shall identify Federal, state or local government permits, certificates, licenses or approvals required to perform the work. This includes transporter's names, addresses, telephone numbers, and ID numbers, and disposal facilities names, addresses, telephone numbers, and ID numbers. If test results indicate that the exfoliating paint is not a regulated hazardous waste, other environmental requirements may apply that will regulate the paint as a solid waste or an industrial waste, requiring the generator to comply with Federal, state and local laws, regulations and ordinances governing solid and/or industrial waste. The contractor's Safety and Health Plan shall provide a detailed description of its worker safety and health program. Compliance with OSHA 29 CFR 1910/1915, including, but not limited to, fall protection, scaffolds and ladders, gear and equipment rigging and material handling, PPE, respirator protection program, hazard communication program, employee emergency plans, employee training records, and spill containment and emergency response.

The contractor shall, without additional expense to the Government, be responsible for obtaining any emergency and/or unanticipated state or local licenses, permits, registrations or approvals not aforementioned above in connection with execution of work. This includes acquiring any required one-time permit or registration necessary to operate in a specific state or locality. Copies of any emergency and/or one-time license, permit, approval or registration shall be provided to the Government. Various state regulatory agencies have been delegated authority by the U.S. Environmental Protection Agency to administer the Resource Conservation and Recovery Act (RCRA), which includes the management of solid waste and hazardous waste. The contractor must be competent in the areas of remediation services, handling, storage and disposal of hazardous, solid and/or specialized waste.

H.7 SAFETY AND HEALTH PLAN

In addition to affirming to comply with clause MCL.H-5 MARAD RESERVE FORCE SAFETY RULES FOR CONTRACT PERSONNEL, offerors are to describe in detail the following:

A. Air Contaminants

The contractor shall specify in their Safety and Health Plan provisions for employees that will be directly exposed to potential contaminants associated with paint removal applications. The contractor will be responsible for determining how to handle the paint removal operation as it relates to employee protection. Personal Protective Equipment (PPE) sufficient to protect employees for hazardous operations in accordance with the OSHA Standard shall be employed.

B. Fall Protection

Fall protection equipment and devices shall be defined in the Safety and Health Plan, and shall be specific for each vessel.

H.8 SEAT BELT USE POLICIES AND PROGRAMS

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the contractor is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information on how to implement such a program or for statistics on the potential benefits and cost-savings to your company or organization, please visit the Buckle Up America section of NHTSA's website at www.nhtsa.dot.gov. Additional resources are available from the Network of Employers for Traffic Safety (NETS), a public-private partnership headquartered in the Washington, D.C. metropolitan area, and dedicated to improving the traffic safety

Solicitation Amendment	Document No. DTMA2R08006/0001	Document Title SBRF Paint Remediation Services	Page 22 of 32
-----------------------------------	---	--	---------------

practices of employers and employees. NETS is prepared to help with technical assistance, a simple, user friendly program kit, and an award for achieving the President's goal of 90 percent seat belt use. NETS can be contacted at 1-888-221-0045 or visit its website at www.trafficsafety.org.

H.9 INVOICE SUBMISSION - MARAD

The Contractor may submit invoices in either electronic or paper format. Electronic submission is preferred.

(1) Electronic invoices shall be addressed to MARADInvoices@faa.gov, with copy to MARADSARInvoices@dot.gov

Electronic invoices shall conform to the following criteria, or be subject to rejection:

- a. Invoice and supporting documentation shall be in Adobe Acrobat (pdf) format.
- b. The e-mail subject shall include the contract/purchase order number and invoice number.
- c. The transmitting e-mail shall include the following information: Name of the Contractor; Invoice date and number; Invoice amount; Contract number and, if applicable, the order or modification number; Terms of any discount for prompt payment offered; Payment instructions (i.e., financial institution, ABA routing #, account #)

(2) Paper invoices shall be submitted to one of the following addresses. Multiple copies are not required.

MARAD A/P SAR Invoices Branch
AMZ-150
PO Box 25710
Oklahoma City, OK 73125

If a street address is required for delivery (i.e., Federal Express), the following address may be used in lieu of the post office box:
MARAD A/P SAR Invoices Branch
AMZ-150
6500 S MacArthur Blvd.
Oklahoma City, OK 73169

H.10 TASK ORDERS

All work is to be authorized by the Contracting Officer by use of written task orders using Optional Form 347. Work issued will be on a Not-to-Exceed basis citing estimated quantities for the various CLINs. Task Orders are to be vessel specific with a separate task order being issued for each vessel. In order to prepare the task order, the Contractor will be required to prepare a proposal based on a joint survey with the COTR of the vessel to be remediated. Quantity take-offs arrived at from the joint survey will be used to prepare the task order using the contract fixed unit prices.

As work progresses, weekly joint surveys will be made to determine the quantities of acceptable work completed for purposes of the Weekly Progress Report and for progress payment invoice purposes. Additional quantities of work over and above the initial task order quantities must be authorized by a written modification to the task order issued by the Contracting Officer.

Close out of the task order will also be established by adjusting the final pay quantities based on joint quantity surveys taken and the completion of all required work. Final payment will be based on the final actual quantities of paint remediation performed.

Solicitation Amendment	Document No. DTMA2R08006/0001	Document Title SBRF Paint Remediation Services	Page 23 of 32
-----------------------------------	---	--	---------------

SECTION I -- CONTRACT CLAUSES

I.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://acquisition.gov/far/current/html/FARTOCP52.html>

Clause	Title	Date
52.202-01	Definitions	July 2004
52.203-03	Gratuities	April 1984
52.203-05	Covenant Against Contingent Fees	April 1984
52.203-06	Restrictions on Subcontractor Sales to the Government	September 2006
52.203-07	Anti-Kickback Procedures	July 1995
52.203-08	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	January 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	January 1997
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	September 2007
52.204-04	Printed or Copied Double-Sided on Recycled Paper	August 2000
52.204-07	Central Contractor Registration	April 2008
52.209-06	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	September 2006
52.215-02	Audit and Records--Negotiation	June 1999
52.215-08	Order of Precedence--Uniform Contract Format	October 1997
52.216-18	Ordering	October 1995
52.219-14	Limitations On Subcontracting	December 1996
52.222-03	Convict Labor	June 2003
52.222-04	Contract Work Hours and Safety Standards Act - Overtime Compensation	July 2005
52.222-21	Prohibition of Segregated Facilities	February 1999
52.222-26	Equal Opportunity	March 2007
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	September 2006
52.222-36	Affirmative Action For Workers with Disabilities	June 1998
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	September 2006
52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees	December 2004
52.222-41	Service Contract Act of 1965	November 2007
52.222-43	Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts)	November 2006
52.222-44	Fair Labor Standards Act and Service Contract Act - Price Adjustment	February 2002
52.222-50	Combating Trafficking in Persons	August 2007
52.223-06	Drug-Free Workplace	May 2001
52.223-14	Toxic Chemical Release Reporting	August 2003
52.229-03	Federal, State, and Local Taxes	April 2003
52.232-01	Payments	April 1984
52.232-08	Discounts for Prompt Payment	February 2002

Solicitation Amendment	Document No. DTMA2R08006/0001	Document Title SBRF Paint Remediation Services	Page 24 of 32
-------------------------------	---	--	---------------

52.232-09	Limitation on Withholding of Payments	April 1984
52.232-11	Extras	April 1984
52.232-17	Interest	June 1996
52.232-18	Availability of Funds	April 1984
52.232-19	Availability of Funds for the Next Fiscal Year	April 1984
52.232-23	Assignment Of Claims	January 1986
52.232-25	Prompt Payment	October 2003
52.232-33	Payment by Electronic Funds Transfer-Central Contractor Registration	October 2003
52.233-01	Disputes	July 2002
52.233-03	Protest after Award	August 1996
52.233-04	Applicable Law for Breach of Contract Claim	October 2004
52.237-02	Protection of Government Buildings, Equipment, And Vegetation	April 1984
52.242-13	Bankruptcy	July 1995
52.243-01 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	April 1984
52.246-25	Limitation of Liability--Services	February 1997
52.249-02	Termination for Convenience of the Government (Fixed-Price)	May 2004
TEXT	52.249-8 Default (Fixed-Price Supply and Service	

I.2 52.216-19 ORDER LIMITATIONS

OCTOBER 1995

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$5,000.00**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of **\$1,000,000.00**;

(2) Any order for a combination of items in excess of **5,000,000.00**; or

(3) A series of orders from the same ordering office within **365** days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **7** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.3 52.216-22 INDEFINITE QUANTITY

OCTOBER 1995

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including

Solicitation Amendment	Document No. DTMA2R08006/0001	Document Title SBRF Paint Remediation Services	Page 25 of 32
-----------------------------------	---	--	---------------

the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the contract has been closed.

I.4 52.217-09 OPTION TO EXTEND THE TERM OF THE CONTRACT MARCH 2000

(a) The Government may extend the term of this contract by written notice to the Contractor within 30; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

(End of clause)

Solicitation Amendment	Document No. DTMA2R08006/0001	Document Title SBRF Paint Remediation Services	Page 26 of 32
-----------------------------------	---	--	---------------

SECTION J -- LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

J.1 LIST OF ATTACHMENTS

1. Wage Determination for California Counties of Napa, Solano, Sonoma No: WD 05-2069 (Rev.-6). Complete wage determination can be obtained at <http://www.wdol.gov/wdol/scafiles/std/05-2069.txt>

Solicitation Amendment	Document No. DTMA2R08006/0001	Document Title SBRF Paint Remediation Services	Page 27 of 32
-----------------------------------	---	--	---------------

SECTION K -- REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 52.204-08 ANNUAL REPRESENTATIONS AND CERTIFICATIONS JANUARY 2006

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 562910.

(2) The small business size standard is \$13 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (c) applies.

☐ (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR CLAUSE #	TITLE	DATE	CHANGE
_____	_____	_____	_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of provision)

K.2 REMOVAL OR DISPOSAL OF HAZARDOUS SUBSTANCES

REMOVAL OR DISPOSAL OF HAZARDOUS SUBSTANCES - APPLICABLE LICENSES AND PERMITS (DEC 1997)

The Contractor has ____ does not have ____ all licenses and permits required by Federal, state, and local laws to perform hazardous substance(s) removal or disposal services. If the Contractor does not currently possess these documents, it must obtain all requisite licenses and permits within ten (10) days after date of award. The Contractor shall provide evidence of said documents to the Contracting Officer or designated Government representative prior to commencement of work under the contract.

(End of clause)

Solicitation Amendment	Document No. DTMA2R08006/0001	Document Title SBRF Paint Remediation Services	Page 28 of 32
-----------------------------------	---	--	---------------

SECTION L -- INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 52.252-01 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://acquisition.gov/far/current/html/FARTOCP52.html>

Clause	Title	Date
52.204-06	Data Universal Numbering System (DUNS) Number	April 2008
52.215-01	Instructions to Offerors--Competitive Acquisition	January 2004
52.215-05	Facsimile Proposals	October 1997

L.2 52.216-01 TYPE OF CONTRACT APRIL 1984

The Government contemplates award of a fixed-price requirements contract.

L.3 52.237-01 SITE VISIT APRIL 1984

Offerors are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

A Preproposal Conference and Site Visit will be conducted at the **Suisun** Bay Reserve Fleet, 2595 Lake Herman Road, Benicia, CA 94510 beginning at 09:00 a.m. September 16, 2008. Attendees will be given a presentation pertaining to the SBRF work environment and Fleet safety requirements. There will be a discussion of key points contained in Section L, Instructions, Conditions and Notices to Bidders, of the solicitation. A site visit to typical vessels on which remediation services will be performed. Attendees should bring a hard hat, wear safety shoes and have a USCG-approved personal floatation device. Please contact Mr. Joe Pecoraro, Fleet Superintendent, at (707) 745-0487 at least 24 hours in advance to indicate your intention to attend this event.

L.4 GENERAL INSTRUCTIONS

Proposals submitted in response to this solicitation shall be furnished in the following format with the number of copies as specified below.

Proposals shall be submitted in two parts - a technical proposal and a price proposal. Each part shall be separate and complete in itself so that evaluation of one may be accomplished independently from evaluation of the other. The technical proposal must not contain reference to cost.

Offerors are cautioned that sufficient and detailed information must be presented in their proposals to enable the Government to evaluate their proposals fully in accordance with the Evaluation Factors and Award Determination contained in Section M.

Solicitation Amendment	Document No. DTMA2R08006/0001	Document Title SBRF Paint Remediation Services	Page 29 of 32
-----------------------------------	---	--	---------------

Offerors should submit their proposal(s), in the following format and quantities:

- " 1 copy of the completed, signed offer (front page)
- " 3 copies of the technical proposal
- " 1 copy of the price proposal (section B)

Your proposal(s) should be typewritten or reproduced in a legible manner. Unnecessarily elaborate brochures or other presentations beyond that sufficient to present a complete and effective proposal are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Elaborate presentation aids are unnecessary and unwanted. However, offerors may enhance their proposal by identifying strengths, unique capabilities and value adding processes. Each copy shall contain a cover page with the contract number, title, and name of your organization.

L.5 SPECIFIC INSTRUCTIONS FOR TECHNICAL PROPOSAL

The technical proposal, which includes the Safety and Health Plan and the Environmental Compliance Plan, will be used to make an evaluation and arrive at a determination as to whether the proposal will meet the requirement of the Government. Specific information to be included is identified below.

When addressing the evaluation criteria in your proposals, the contractor should provide as much detail as possible in describing their capabilities to accomplish the requirements of the RFP. This will enable a thorough evaluation. The evaluation criteria in section M must be addressed in your submitted proposals:

PAST PERFORMANCE

Provide details on quality of work performance for similar projects (paint remediation via removal or encapsulation involving steel structures over water such as bridges) for the past 3 years. Address specific performance customer satisfaction/dissatisfaction. Provide a minimum of 3 references that we can contact with the following information:

- " Customer
- " Customer's representative, i.e. Contracting Officer, Contracting Officer's Representative and contact information.
- " Brief description of the job
- " Start and completion dates
- " Initial bid price
- " Final Cost of job
- " Number of Modifications
- " Contractor's superintendent

The contractor should submit adequate evidence of: a) quality of workmanship, b) customer satisfaction, c) timeliness of performance. Letters of Recommendation will be accepted.

TECHNICAL/MANAGEMENT CAPABILITIES

a. Describe your approach for this project in terms of **project coordination and management**. Specifically identify proposed organizational positions and describe their functional responsibilities for each phase of work from preparation of initial quantity take-offs; paint remediation efforts; and removal/disposal of paint; quality assurance monitoring; and closeout of task orders.

b. Identify and provide resumes of **key personnel** indicating qualifying experience for performing their respective functions on this project. As a minimum, this must include:

1. Name and résumé of superintendent to be assigned to the job. Include applicable education, training and experience.
2. Number of equipment operators. Include applicable training, education, qualifications, and experience.
3. Number of laborers. Include applicable training, education, certification, licensing, and experience
4. Identify the equipment to be used on the job and the projected extent of the availability.
5. If subcontractors are to be utilized, each subcontractor's specific skills to be utilized for this project shall be included.

c. Describe the **methodology** to be used in accomplishing each type of paint remediation as differentiated by the three Contract Line Item descriptions.

Solicitation Amendment	Document No. DTMA2R08006/0001	Document Title SBRF Paint Remediation Services	Page 30 of 32
-----------------------------------	---	--	---------------

1. Describe key equipment to be used
 2. Describe the approach to be taken in performing each type of work; differentiated by the three Contract Line Item descriptions
- d. Provide a detailed plan of your **Safety and Health Plan** as described in Section H, Clauses **H.3 and H.7**. Be specific as to measures you would take and equipment you would use to comply with all applicable standards and personnel protection requirements.
- e. Provide a detailed plan of your **Environmental Compliance Plan** as described in Section H, Clauses **H.4 and H.6**. Be specific as to measures you would take and equipment you would use to comply with all applicable local, State and Federal standards.

Solicitation Amendment	Document No. DTMA2R08006/0001	Document Title SBRF Paint Remediation Services	Page 31 of 32
-----------------------------------	---	--	---------------

SECTION M -- EVALUATION FACTORS FOR AWARD

M.1 52.217-05 EVALUATION OF OPTIONS

JULY 1990

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

M.2 AWARD DETERMINATION

Award will be made to that offeror whose proposal is technically acceptable, has the demonstrated competence, and qualifications necessary for the satisfactory performance of this type of professional service. Technical factors (non-price factors), when combined will be approximately equal to cost or price.

The technical/price trade-off will not be based on spread between the technical scores but rather on what, in the judgment of the Contracting Officer, specific advantages have been proposed and the value of the advantages as compared to price differentials between offers. The degree of importance of cost as factor could become greater depending upon the quality of the proposals for other cost factors evaluated. Where competing proposals are determined to be substantially equal, total cost and other cost factors would become the controlling factors. It is pointed out; however, that should technical competence between offerors be considered approximately the same, cost or price would become paramount. The critical factor in making any cost/technical trade-offs is not the spread between technical rating, but is rather what it would cost the Government to take advantage of that difference.

This means that award may not necessarily be made to the offeror submitting the lowest proposed price but to an offeror proposing technical advantages that would appear to exceed those needed for the successful performance of the work. Thus the Government reserves the right to make technical/price trade-offs that are in the best interest and to the advantage of the Government.

Award may be made without further negotiations. Proposals should be submitted initially on the most favorable terms from a price and technical standpoint, which the offeror can submit to the Government. However, the Government may, after evaluation of proposals, conduct further oral or written discussions as appropriate, with all offerors whose proposals are within a competitive range.

M.3 EVALUATION FACTORS

EVALUATION FACTORS (listed in descending order of importance) Failure to adequately address any item could remove proposal from consideration and/or reduce your rating.

1. Past Performance
2. Technical Capability:
 - a. Project Coordination & Management
 - b. Key Personnel (including subcontractors)
 - c. Ability and Availability
 - Proposed Equipment to be Used
 - Approach to be Taken
3. Safety and Health Plan

Solicitation Amendment	Document No. DTMA2R08006/0001	Document Title SBRF Paint Remediation Services	Page 32 of 32
-----------------------------------	---	--	---------------

- a. Safety of employees
- b. Work safety plan

4. Environmental Compliance Plan

NOTE: In accordance with FAR 15.305, in the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror will not be evaluated either favorably or unfavorably in this area, but instead will receive a neutral rating in the area of past performance. Offerors that have relevant past performance and plan to supply references, please provide the following: Contractor's name, phone number and relevant work required in this solicitation.

Evaluation of Price Proposals: No weight will be applied to price. Price is approximately equal in importance to the technical evaluation factors. As the difference between technical scoring decreases, price will increase in relative importance.